#### BOROUGH OF RIDGEFIELD

#### AGENDA

## Executive Session and Regular Meeting of the Mayor and Council

Adjourn: 7:28 P.M.

Date: August 17, 2015

Open Public Meetings Statement by Mayor Suarez

Public Session to Adjourn to C.T.O.: 6:36 P.M. Executive Session: Adjourn: 6:39 P.M.

Mayor Suarez – Adjournment into closed Executive Session in accordance with the "Open Public Meetings Act"

Executive Session: 6:30 P.M. C.T.O.: 6:39 P.M.

Public Session: 7:30 P.M. C.T.O.: 7:34 P.M.

Adjourn: 8:32 P.M.

Pledge of Allegiance

Invocation

Citizens Comment on Agenda: None

Correspondence:

Presentation of Citizen Commendation Certificates

Introduction of Ordinance No. 2284 entitled, "AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 70 OF THE CODE OF THE BOROUGH OF RIDGEFIELD AND FURTHER AMENDING THE BOROUGH'S POLICIES AND PROCEDURES MANUAL ACCORDINGLY"

First Reading of Ordinance

Roll Call

**ROLL CALL-PUBLIC SESSION** 

ROBE CHEET CHEET DEBOTOR					
	Adj. t	o Ex.	Pu	blic	
	Pres.	Abs.	Pres.	Abs.	
Mayor Suarez	X		X		
Castelli	X		X		
Acosta	X		X		
Penabad	X		X		
Shim	X		X		
Todd	X		X		
Vincentz	X		X		

ROLL CALL-EXEC. SESSION

TODE OF	DDESENO.	
	PRESENT	ABSENT
Mayor Suarez	X	
Castelli	X	
Acosta	X	
Penabad	X	
Shim	X	
Todd	X	
Vincentz	X	

Introduction of Ordinance No. 2285 entitled, "A CAPITAL ORDINANCE APPROPRIATING THE SUM OF \$144,500.00 FOR RIDGEFIELD NATURE CENTER FENCE

IMPROVEMENTS BY THE BOROUGH OF RIDGEFIELD AND TO APPROPRIATE \$72,250.00 FROM A BERGEN COUNTY OPEN SPACE GRANT AND \$72,250.00 FROM THE CAPITAL IMPROVEMENT FUND"

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2286 entitled, "AN ORDINANCE AMENDING CHAPTER 206 OF THE CODE OF THE BOROUGH OF RIDGEFIELD, GARAGE SALES"

First Reading of Ordinance

Roll Call

As advertised, hearing will be held on the Borough of Ridgefield 2015 Bergen County Open Space, Recreation, Farmland & Historic Preservation Trust Fund grant application for the project known as Parks Pavilion Project

Entertain motion to declare the time for the public hearing to be declared open

**Public Hearing** 

Entertain motion to declare the time for the public hearing to be declared closed

191-2015 Councilma	n Castelli	Enabling Resolution-2015 Open Space, Recreation Farmland & Historic Preservation Trust Fund Grand Application	-
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#### PROPOSED CONSENT AGENDA:

192-2015	Councilman Castelli	Hire Swim Pool Personnel
193-2015	Councilman Acosta	Hire DPW/Sanitation Employees
194-2015	Councilman Penabad	Hire Assistant to CFO/Assistant Treasurer
195-2015	Councilman Acosta	Hire Crossing Guards 2015/2016 School Year
196-2015	Councilman Penabad	Cancel Capital Ordinance Remaining Balances
197-2015	Councilman Penabad	Corrective Action Plan
199-2015	Councilman Castelli	Authorize 2014 Open Space Grant Agreement
		Contract
200-2015	Councilman Penabad	Cancel Balance of Grant Receivable
201-2015	Councilman Penabad	Lien Redemption Cert. #15-06
202-2015	Councilman Penabad	Tax Court Judgment Block 3104, Lot 1
203-2015	Councilman Penabad	Lien Redemption Cert. #15-07

204-2015	Councilman Penabad	Tax Court Judgment Block 3804, Lot 2
205-2015	Councilman Penabad	Municipal Charges – Yard Maintenance
206-2015	Councilman Penabad	Change Order Hillside/Lloyd
207-2015	Councilman Acosta	Engineering Proposal – Emergency Generators
208-2015	Councilman Penabad	Shared Services Agreement
209-2015	Councilman Acosta	Engineering Proposal – Abbott Avenue Roadway
		Improvements
210-2015	Councilman Penabad	Community Garden Dedication
211-2015	Councilman Acosta	Appoint Special Police Officers
212-2015	Councilman Acosta	Authorize Mayor to Sign Municipal Alliance Grant
		Letter of Agreement
213-2015	Councilman Castelli	Award Bid-Community Center Truss Repair

#### **COUNCIL VOTE**

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

# **RESOLUTIONS:**

198-2015	Councilman Castelli	Architectural	Proposal	-	Nature	Center
		Improvements				
214-2015	Councilman Penabad	Warrants				
215-2015	Councilman Penabad	Capital Budget A	Amendment			

# COMMENTS BY MAYOR:

# Coin Toss Request:

RMHS Baseball APPROVED

March 6, 2016 May 14, 2016

RMHS Girls Basketball APPROVED

September 12, 2015

RMHS Volleyball APPROVED

October 3, 2015

# Application for Raffles License:

St. Matthew Roman Catholic Church APPROVED 555 Prospect Avenue December 12, 2015 – 8:00 pm

# NJ State Firemen's Association Membership Application:

Tyler B. O'Connor APPROVED
390 Columbia Avenue
Cliffside Park
Company 2

### Use of Veteran's Field:

Ridgefield Volunteer Ambulance Corps./NorthSTAR September 19, 2015 9:00 am – 2:30 pm **APPROVED** 

# Request to Hang Banner:

Pet Adoption Day Festival September 12, 2015 12:00 -4:00 pm **APPROVED** 

## COMMENTS BY COUNCILMEN:

COMMENTS BY CITIZENS: (All speakers are limited to five minutes maximum per meeting)

Agenda subject to change as a result of matters not known at time of printing with the consent of the Mayor and Council.

Respectfully submitted,

Linda M. Silvestri, Borough Clerk

BE IT RESOLVED, that the regular public meeting be adjourned, and that the Mayor and

Meeting August 17, 2015

Presented by Mayor Suarez

Council of the Borough of Ridgefield shall meet in a closed Executive Session following a five minute recess at the termination of this meeting. The purpose of the Executive Session shall be to discuss the following matters: **COUNCIL VOTE** YES NO ABSTAIN ABSENT Personnel matters in various departments of the Castelli Borough. Acosta Penabad Pending and Potential Litigation Shim Todd Tax Court Litigation. Vincentz Mayor Suarez Potential real estate transactions in which the Borough may engage. BE IT FURTHER RESOLVED, that as soon as practicable discussion concerning Personnel matters Potential real estate transactions shall be disclosed to the public. And that discussions with the Borough Attorney concerning litigation shall be disclosed when said litigation is terminated. Adjournment to Closed Session. The Mayor and Council reserve the right to reconvene into Public Session, if necessary, to take action on Closed Session items. Approved: Attest: Linda M. Silvestri, Anthony R. Suarez, Mayor

Borough Clerk

Meeting August 17, 2015

Presented by Councilman Castelli

#### ORDINANCE NO. 2284

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled

"AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 70 OF THE CODE OF THE BOROUGH OF RIDGEFIELD AND FURTHER AMENDING THE BOROUGH'S POLICIES AND PROCEDURES MANUAL ACCORDINGLY"

introduced on the 17<sup>th</sup> day of August, 2015 do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 14<sup>th</sup> day of September, 2015 at 7:30 P.M. or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Ridgefield Public Library, 527 Morse Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:	Attest:	
Anthony R. Suarez, Mayor	Linda M. Silvestri, Borough Clerk	_

Meeting August 17, 2015

Presented by Councilman Castelli

#### ORDINANCE NO. 2284

"AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 70 OF THE CODE OF THE BOROUGH OF RIDGEFIELD AND FURTHER AMENDING THE BOROUGH'S POLICIES AND PROCEDURES MANUAL ACCORDINGLY"

BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield that Article II, entitled "Vacation Policy" of Chapter 70 of the Code of the Borough of Ridgefield be and hereby is amended as follows:

#### Section I:

Section 70-15. Schedule, Subpart B, be and hereby is amended by re-designating existing subsection (5) to be subsection (6); and by adding a new subsection 5 to read as follows:

(5) During and after an employee's sixteenth (16<sup>th</sup>) year of service, the employee shall be entitled to five (5) weeks' vacation.

In all other respects, the terms and conditions of Article II of Chapter 70 are hereby ratified and affirmed.

#### Section II:

The Borough's Policies and Procedures Manual, at Section 3, Paid and Unpaid Time Off Policies, be and hereby is amended to be consistent with the above, as reflected in the attached Schedule A.

#### Section III. Repealer.

All ordinances or parts of ordinances inconsistent or in conflict with this Ordinance are hereby repealed as to said inconsistencies and conflicts.

#### Section IV. Severability.

If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance, and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section V. This Ordinance shall tak according to law.	ke effect immediately upon passage and publication
Section VI: All ordinances or part repealed.	s of ordinances inconsistent herewith are hereby
Approved:	Attest:
Anthony R. Suarez, Mayor	Linda M. Silvestri, Borough Clerk

# **SECTION THREE**

# Paid and Unpaid Time Off Policies:

# Scope:

These policies cover non-union employees. They also cover union employees to the extent that their collective bargaining agreements do not cover these issues.

# **Paid Holiday Policy:**

Employees are entitled to paid holidays as set forth at the annual reorganization meeting of the Mayor and Council.

# **Vacation Leave Policy:**

Each employee of the Borough of Ridgefield, including appointed officials and all other employees shall be entitled to vacation time as follows:

- <u>A.</u> All employees of the Borough who are included in or covered by any employment contract or collective bargaining agreement with the Borough shall be entitled to vacation according to the terms and provisions of their contract or collective bargaining agreement.
- <u>B.</u> As to those employees not included in or covered by any contract or collective agency agreement with the Borough, only full-time employees of the Borough shall be entitled to vacation time. For purposes of this policy, "full-time employees" are defined as those working at least 35 hours per week. These employees shall accumulate vacation time as follows:
- (1) During an employee's first year of service with the Borough, the employee shall earn and accumulate vacation time at the rate of one day for each 30 days of service, subject to a maximum of one week during the first year of employment. No vacation may be used by an employee until that employee shall be in Borough service for 180 days.
- (2) During an employee's second through fifth year of service, the employee shall be entitled to two weeks' vacation.

- (3) During an employee's sixth through tenth year of service, the employee shall be entitled to three weeks' vacation.
- (4) During an employee's eleventh through fifteenth year of service, the employee shall be entitled to four weeks' vacation.
- (5) During and after an employee's 16<sup>th</sup> year of service, the employee shall be entitled to five weeks' vacation.

Accumulation of vacation time shall be measured and computed by using each employee's starting employment date with the Borough and not against a calendar year.

Employees who do not use all of their vacation allowance may carry over five (5) days to the following year. However, if these days are not used within the first quarter of the following year, they will be forfeited.

Meeting August 17, 2015

Presented by Councilman Castelli

#### **ORDINANCE NO. 2285**

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled

"A CAPITAL ORDINANCE APPROPRIATING THE SUM OF \$144,500.00 FOR RIDGEFIELD NATURE CENTER FENCE IMPROVEMENTS BY THE BOROUGH OF RIDGEFIELD AND TO APPROPRIATE \$72,250.00 FROM A BERGEN COUNTY OPEN SPACE GRANT AND \$72,250.00 FROM THE CAPITAL IMPROVEMENT FUND"

introduced on the 17<sup>th</sup> day of August, 2015 do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 14<sup>th</sup> day of September, 2015 at 7:30 P.M. or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Ridgefield Public Library, 527 Morse Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:	Attest:	
Anthony R. Suarez, Mayor	Linda M. Silvestri, Borough Clerk	
	Dolough Clerk	

Meeting August 17, 2015

Presented by Councilman Castelli

#### **ORDINANCE NO. 2285**

"A CAPITAL ORDINANCE APPROPRIATING THE SUM OF \$144,500.00 FOR RIDGEFIELD NATURE CENTER FENCE IMPROVEMENTS BY THE BOROUGH OF RIDGEFIELD AND TO APPROPRIATE \$72,250.00 FROM A BERGEN COUNTY OPEN SPACE GRANT AND \$72,250.00 FROM THE CAPITAL IMPROVEMENT FUND"

BE IT ORDAINED, by the Governing Body of the Borough of Ridgefield in the County of Bergen, New Jersey (not less than two-thirds of all members thereof affirmatively concurring) as follows:

SECTION 1. The improvement described in Section 2 of this Ordinance is hereby respectively authorized as a general improvement to be made by the Borough of Ridgefield, New Jersey, for the said improvements or purposes stated in Section 2, there are hereby appropriated the sum of money therein stated as the appropriation made for said improvement or purpose, said sum being inclusive of all appropriations herefore made thereof and amounting in the aggregate to \$72,250.00 from a Bergen County Open Space Grant and \$72,250 which is now available in the Capital Improvement Fund.

SECTION 2. The Borough of Ridgefield, in the County of Bergen, State of New Jersey, is hereby authorized to provide for the following:

Ridgefield Nature Center Fence Improvements including all labor, material costs and appurtenances necessary and related thereto \$144,500.00

SECTION 3. It is hereby determined and stated:

(a) That said purpose is not a current expense. That the same is an improvement which the municipality may lawfully make and that no part of the cost of said improvement has been or shall be specifically be assessed on properties specifically benefited.

It is not necessary to finance said appropriation by the issuance of obligations by the Borough of Ridgefield pursuant to the Local Bond Law of the State of New Jersey, for the reason that monies sufficient to cover the appropriation thereof shall be available from a Bergen County Open Space Grant in the amount of \$72,250.00 and from the Capital Improvement Fund in the amount of \$72,250.

SECTION 4. The Capital Budget of the Borough of Ridgefield is hereby amended or established to conform with the provisions of this Ordinance to the extent of any inconsistency herewith.

The resolution in the form promulgated by the Local Finance Board showing all detail of the amended or temporary Capital Budget and capital program as approved by the Director of the Division of Local Government Services, is on file with the Clerk and is available for public inspection.

SECTION 5. The sum of \$144,500.00 is hereby appropriated for the aforementioned purpose.

SECTION 6. It is hereby determined and stated that no supplemental debt statement is required to be made and signed in connection with said appropriation, since the gross debt of the municipality, as defined under the Local Bond Law, is not increased by this Ordinance and no obligations in the matter of notes or bonds are authorized by this Ordinance.

SECTION 7. This Ordinance shall take effect after publication thereof and final passage as required by law.

Approved:	Attest:	
Anthony R. Suarez, Mayor	Linda M. Silvestri,	
	Borough Clerk	

Meeting August 17, 2015

Presented by Councilman Vincentz

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#### **ORDINANCE NO. 2286**

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled

# "AN ORDINANCE AMENDING CHAPTER 206 OF THE CODE OF THE BOROUGH OF RIDGEFIELD, GARAGE SALES"

introduced on the 17<sup>th</sup> day of August, 2015 do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 14<sup>th</sup> day of September, 2015 at 7:30 P.M. or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Ridgefield Public Library, 527 Morse Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIE VOIE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved.	Attest.	
Anthony R. Suarez, Mayor	Linda M. Silvestri,	
	Borough Clerk	

Meeting August 17, 2015

Presented by Councilman Vincentz

#### **ORDINANCE NO. 2286**

# "AN ORDINANCE AMENDING CHAPTER 206 OF THE CODE OF THE BOROUGH OF RIDGEFIELD, GARAGE SALES"

BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield that Chapter 206 of the Code of the Borough of Ridgefield entitled "Garage Sales" be and hereby is amended as follows:

#### Section I:

Section 206-3. Application for license, be and hereby is amended to read as follows:

Application for a license shall be made, in writing, on a form provided by the Borough Clerk at least three days prior to the date of the commencement of such sale.

#### Section II:

In all other respects, the terms and conditions of Chapter 206 are hereby ratified and affirmed.

## Section III. Repealer.

All ordinances or parts of ordinances inconsistent or in conflict with this Ordinance are hereby repealed as to said inconsistencies and conflicts.

#### Section IV. Severability.

If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance, and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section V. This Ordinance shall take effect immediately upon passage and publication according to law.

Section VI: All ordinances or parts of or repealed.	rdinances inconsistent herewith are hereby
Approved:	Attest:
Anthony R. Suarez, Mayor	Linda M. Silvestri, Borough Clerk

Meeting August 17, 2015

Presented by Councilman Castelli

#### RESOLUTION NO. 191-2015

WHEREAS, The Bergen County Open Space, Recreation, Farmland & Historic Preservation Trust Fund ("County Trust Fund"), provides matching grants to municipal governments and to nonprofit organizations for assistance in the development or redevelopment of municipal recreation facilities; and

WHEREAS, the Borough of Ridgefield desires to further the public interest by obtaining a matching grant of \$175,000.00 from the County Trust Fund to fund the following project: Parks Pavilion Project; and

WHEREAS, the governing body has reviewed the County Trust Fund Program Statement, and the Trust Fund Municipal Program Park Improvement application and instructions and desires to make application for such a matching grant and provide application information and furnish such documents as may be required; and

WHEREAS, as part of the application process, the governing board held a public meeting on August 17, 2015 to receive comments prior to the submission of said application; and

WHEREAS, the County of Bergen shall determine whether the application is complete and in conformance with the scope and intent of the County Trust Fund; and

WHEREAS, the applicant is willing to use the County Trust Fund in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the County of Bergen for the above named projects; and

NOW, THEREFORE, BE IT RESOLVED by the Ridgefield Mayor and Council:

- 1. That it is hereby authorized to submit the above completed project application to the County by the deadline of September 3, 2015, as established by the County; and
- 2. That, in the event of a County Trust Fund award that may be less than the grant amount requested above, The Ridgefield Mayor and Council has, or will secure, the balance of funding necessary to complete the project, or modify the project as necessary; and
- 3. That the Ridgefield Mayor and Council is committed to providing a dollar for dollar cash match for the project; and

- 4. That only those park improvements identified and approved in the project application, its Trust Fund contract, or other documentation will be considered eligible for reimbursement.
- 5. That the Ridgefield Mayor and Council agrees to comply with all applicable federal, state and local laws, rules, and regulations in its performance of the project; and
- 6. That this resolution shall take effect immediately.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:	Attest:	
Anthony R. Suarez, Mayor	Linda M. Silvestri,	-
•	Borough Clerk	

Meeting August 17, 2015

Presented by Councilman Castelli

#### RESOLUTION NO. 192-2015

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that

# LINDA KOWATCH

be hired as Pool Locker Room/Grounds Custodian at the Ridgefield Pool effective July 30, 2015 at the hourly rate of \$11.00.

	VEC	NO	ABSTAIN	ARCENT
	TIPO	NU	ADSTAIN	ADSENI
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:	Attest:	
		_
Anthony R. Suarez, Mayor	Linda M. Silvestri,	
	Borough Clerk	

Meeting August 17, 2015

Presented by Councilman Acosta

#### RESOLUTION NO. 193-2015

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the following individuals be hired as full time employees at the annual salary of \$25,000.00 effective immediately:

Lino Quiroz – Sanitation Anthony Gibaldi – Sanitation/Department of Public Works Angel Moreno – Department of Public Works

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez	·			

Approved:	Attest:		
Anthony R. Suarez, Mayor	Linda M. Silvestri,		
	Borough Clerk		

Meeting August 17, 2015

Presented by Councilman Penabad

#### RESOLUTION NO. 194-2015

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that

# JANICE SAPONARO

be appointed Assistant to Chief Financial Officer at the annual salary of \$50,000.00 and Assistant Treasurer at the annual salary of \$30,000.00 effective August 10, 2015 through December 31, 2015.

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:	Attest:	
Anthony R. Suarez, Mayor	Linda M. Silvestri, Borough Clerk	

Meeting August 17, 2015

# Presented by Councilman Acosta

# RESOLUTION NO. 195-2015

# BE IT RESOLVED by the Mayor and Council that

Camille Bonito	Markrit Bekarogulari	Reinaldo Bozan
Louis Tosoni	Benny Lio	Claudio Ciciliano
Domenica Blum	Madeline Kulhan	Natale Buro
Lawrence Bruno	Bernadette Weir	Carol Kelm
Dorene Grasso	Maritza Cedeno	Penny Linskey
Marie Novembre	Thomas Gallagher	Terry Lehr
Silca Gaudiosi	Philomena Treus	Gary Sargent
Barbara Humphrey	MaryAnn Gentile	

be hired as School Crossing Guards for the 2015/2016 School Year.

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:	Attest:	
Anthony R. Suarez, Mayor	Linda M. Silvestri	
	Borough Clerk	

Meeting August 17, 2015

Presented by Councilman Penabad

#### RESOLUTION NO. 196-2015

WHEREAS, there appears open of record unexpended balances on certain ordinance appropriations in the General Capital Fund; and

WHEREAS, the capital projects have been completed or are no longer active:

NOW, THEREFOE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield, County of Bergen, New Jersey, that the following funded ordinance appropriation balances in the General Capital Fund be cancelled, reducing notes outstanding and deferred charges unfunded.

Ord. No.	Improvement Description	<u>Funded</u>
2188	Garbage Truck Purchase	\$ 18,655
2191	Tennis Court Upgrade	2,600
2232	Bleacher Replacement	1,845
2255	Bleacher Installation	13,050
		<u>\$36,150</u>

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:	Attest:
Anthony R. Suarez, Mayor	Linda M. Silvestri Borough Clerk

Meeting August 17, 2015

Presented by Councilman Penabad

#### RESOLUTION NO. 197-2015

WHEREAS, the annual audit of the books, accounts and financial transactions of the Borough of Ridgefield for Calendar Year 2014 has been completed; and

WHEREAS, the Local Finance Board requires that the Chief Financial Officer of the local unit promulgates a Corrective Action Plan based on the Recommendations of the Registered Municipal Accountant;

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Mayor and Council hereby approves the Corrective Action Plan formulated by Frank Berardo, Chief Financial Officer of the Borough of Ridgefield, which plan is attached hereto and made a part hereof.

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:	Attest:	
Anthony R. Suarez, Mayor	Linda M. Silvestri,	
7 Indiony R. Suarcz, Wayor	Borough Clerk	

#### CORRECTIVE ACTION PLAN

Borough of Ridgefield 2014 Annual Audit

Prepared by: Frank Berardo, C.M.F.O.

## **FINANCE:**

#### **Recommendation #1**

That all goods/services be encumbered prior to being ordered

#### Analysis

Good and/or services are being ordered by certain departments prior to being encumbered

## Corrective Action

All Departments were added to requisition approval system

#### Implementation Date

August 2015

#### **Recommendation #2**

That all transactions be recorded in the general ledger for all funds

# **Analysis**

The payroll deduction account did not utilize the general ledger

#### Corrective Action

The payroll deduction account will be added to the general ledger

#### Implementation Date

September 2015

#### **ADMINISTRATION:**

# **Recommendation #1**

That awarding resolutions for Request for Qualifications include estimated value of the contract or "not to exceed" cost language

#### Analysis

Awarding resolutions for Request for Qualifications does not include the anticipated value of the Contract or "not to exceed" cost language as required by the N.J. Local Unit Pay-to-Play Law

#### Corrective Action

Included in the awarding Resolutions for Request for Qualification contracts, a "not to exceed" cost value will be added

#### CORRECTIVE ACTION PLAN

Borough of Ridgefield 2014 Annual Audit

Prepared by: Frank Berardo, C.M.F.O.

## <u>Implementation Date</u>

It was implemented in January 2015, when the Borough awarded their pay to play contracts

#### **PAYROLL:**

#### **Recommendation #1**

That more care be taken to ensure amounts being transferred to the net payroll account agree to the Payroll registers

### Analysis

Amounts transferred to the net payroll account did not reflect payments from Workmen's Compensation

#### Corrective Action

Amounts transferred to the net payroll account will reflect the payments made by Workmen's Compensation

#### Implementation Date

Immediately

#### **Recommendation #2**

That more care be taken to ensure sufficient funds be maintained in the account to prevent negative reconciled balances

#### Analysis

The negative reconciled balances were a result of the Workmen's Compensation checks not being deposited in the payroll account

#### Corrective Action

All Workmen's Compensation checks will be deposited into the payroll account

#### <u>Implementation Date</u>

Immediately

#### **Recommendation #3**

That more care be taken to ensure all salary increases agree to contracted amounts

#### <u>Analysis</u>

Salary increases were entered incorrectly due to data entry errors

#### CORRECTIVE ACTION PLAN

Borough of Ridgefield 2014 Annual Audit

Prepared by: Frank Berardo, C.M.F.O.

#### Corrective Action

More care will be taken to make sure that salaries are entered into the payroll system correctly

#### Implementation Date

Immediately

#### **Recommendation #4**

That all enrolled employee's health benefit deductions be calculated in accordance with Chapter 78, P.L. 2011

## **Analysis**

Some enrolled employee's health benefit deductions did not match the schedule provided by Chapter 78, P.L. 2011

#### Corrective Action

Enrolled employee's health benefit deductions will be checked against the schedule provided by Chapter 78, P.L. 2011

## <u>Implementation Date</u>

Immediately

#### **Recommendation #5**

That longevity calculations be reviewed to ensure proper percentages are computed for all eligible Employees

#### Analysis

Longevity calculation percentages were not always calculated correctly

#### Corrective Action

Longevity calculation percentages will be carefully checked to ensure proper credit

## <u>Implementation Date</u>

Immediately

Meeting August 17, 2015

Presented by Councilman Castelli

Borough Clerk

#### RESOLUTION NO. 198-2015

WHEREAS, there is a need for Architectural Services for design and construction inspection of the project known as Nature Center Improvements within the Borough of Ridgefield; and

WHEREAS, DMR Architects, has submitted a Proposal dated August 11, 2015 for Architectural Services at a cost not to exceed \$9,000.00; and

WHEREAS, this proposal will allow the Borough to utilize two grants totaling \$232,500.00; and

WHEREAS, it is in the best interests of the Borough of Ridgefield to proceed with the aforementioned project:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that DMR Architects is and hereby authorized to commence work on the proposal dated August 11, 2015 for Architectural Services for design and construction inspection of the project known as Nature Center Improvements within the Borough of Ridgefield in the amount not to exceed \$9,000.

BE IT FURTHER RESOLVED, that the Chief Financial Officer certifies that funds are available for said proposal in 2015 Municipal Budget.

	CO	DUNC	IL VOTE	
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd		X		
Vincentz	X			
Mayor Suarez				
	Acosta Penabad Shim Todd Vincentz	Castelli X Acosta X Penabad X Shim X Todd	Castelli X Acosta X Penabad X Shim X Todd X Vincentz X	Acosta X Penabad X Shim X Todd X Vincentz X

Meeting August 17, 2015

Presented by Councilman Castelli

#### RESOLUTION NO. 199-2015

BE IT RESOLVED, that the Mayor and Council of the Borough of Ridgefield wish to enter into a Bergen County Trust Fund Project Contract ("Contract") with the County of Bergen for the purpose of using a \$72,250.00 grant award from the 2014 Funding Round of the Bergen County Open Space, Recreation, Floodplain Protection, Farmland and Historic Preservation Trust Fund ("Trust Fund") for the municipal project entitled Ridgefield Nature Center Fencing located in Ridgefield Nature Center at 688 & 700 Abbott Avenue in Block 902, Lot 1 and Block 903, Lot 1 on the tax maps of the Borough of Ridgefield;

BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorize Mayor Anthony R. Suarez to be a signatory to the aforesaid grant agreement Contract; and

BE IT FURTHER RESOLVED, that the Mayor and Council hereby acknowledge that, in general, the use of this Trust Fund grant towards this approved park project must be completed by or about July 15, 2017; and

BE IT FURTHER RESOLVED, that the Mayor and Council hereby acknowledge that the grant will be disbursed to the municipality as a reimbursement upon submittal of certified Trust Fund payment and project completion documents and municipal vouchers, invoices, proofs of payment, and other such documents as may be required by the County in accordance with the Trust Fund's requirements; and

BE IT FURTHER RESOLVED, that the Mayor and Council acknowledge that the grant disbursement to the municipality will be equivalent to fifty (50) percent of the eligible costs incurred (not to exceed total grant award) applied towards only the approved improvements identified in the aforesaid Contract in accordance with the Trust Fund's requirements.

Approved:		COUNCIL VOTE				
Approved.		YES	NO	ABSTAIN	ABSENT	
	Castelli	X				
Anthony R. Suarez, Mayor	Acosta	X				
Anthony K. Suarez, Mayor	Penabad	X				
Attest:	Shim	X				
Tittest.	Todd	X				
	Vincentz	X				
Linda M. Silvestri,	Mayor Suarez					
Borough Clerk	-					

Meeting August 17, 2015

Presented by Councilman Penabad

#### RESOLUTION NO. 200-2015

WHEREAS, certain General Capital Grant Receivable balances remain uncollected for projects which have been completed; and

WHEREAS, it has been determined that the Borough has received all the funds eligible to be received and desires to cancel the remaining balances against unexpended ordinance appropriation balances and any remaining amounts from General Capital Fund Balance:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that the following balances be cancelled of record as follows:

Ord.No		Grant Receivable <u>Balance</u>	Improvement Authorization <u>Balance</u>
2207	BCOSTF POOL IMPROVEMENTS \$	<u>3,986.53</u>	\$ <u>3,986.53</u>
	<u>\$</u>	3,986.53	\$ 3,986.53

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approvea:	Attest:	
Anthony R. Suarez, Mayor	Linda M. Silvestri,	
	Borough Clerk	

Meeting August 17, 2015

Presented by Councilman Penabad

#### RESOLUTION NO. 201-2015

WHEREAS, Hudson River Investments, LLC and 421 Morse Avenue, LLC have deposited checks in the amount of \$7,904.96 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 15-06, Block 3404 Lot 1.01, further known as 865 Lancaster Road, sold to Clemente Enterprises, LLC and whereas \$11,000.00 was previously deposited into the Trust Account for the premium at the time of the tax sale;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be and he is hereby authorized to issue and sign a check in the amount of \$7,904.96 from the Suspense Account and a check for \$11,000.00 from the Trust Account.

BE IT FURTHER RESOLVED that the check in the amount of \$7,904.96 be drawn on the Borough of Ridgefield Suspense account and the check for \$11,000.00 be drawn on the Borough of Ridgefield Trust account and be made payable to Clemente Enterprises, LLC and be mailed to PO Box 14, Wyckoff, New Jersey 07035.

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:	Attest:
Anthony R. Suarez, Mayor	Linda M. Silvestri, Borough Clerk

Meeting August 17, 2015

Presented by Councilman Penabad

#### RESOLUTION NO. 202-2015

WHEREAS, the Tax Court of New Jersey has approved the settlement stipulation for an adjusted assessment on Block 3104 Lot 1, also known as 483 Bergen Boulevard for the years 2013, 2014 and 2015.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that AAA Bergen Blvd Property, LLC be issued a refund in the amount of \$2,099.95 for the year 2013, \$2,126.29 for the year 2014 and \$2,195.17 for the year 2015.

BE IT FURTHER RESOLVED that the Chief Financial Officer be and he is hereby authorized to issue a check in the total amount of \$6,421.41 made payable to Winne, Banta, Basralian & Kahn, attorneys for AAA Bergen Blvd Property, LLC and be mailed to 21 Main Street, Suite 101, Hackensack, New Jersey 07601.

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:	Attest:	
Anthony R. Suarez, Mayor	Linda M. Silvestri,	
	Borough Clerk	

Meeting August 17, 2015

Presented by Councilman Penabad

#### RESOLUTION NO. 203-2015

WHEREAS, 421 Morse Avenue, LLC has deposited a check in the amount of \$7,815.49 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 15-07, Block 3404 Lot 1.02, further known as 421 Morse Avenue, sold to Clemente Enterprises, LLC and whereas \$11,000.00 was previously deposited into the Trust Account for the premium at the time of the tax sale;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be and he is hereby authorized to issue and sign a check in the amount of \$7,815.49 from the Suspense Account and a check for \$11,000.00 from the Trust Account.

BE IT FURTHER RESOLVED that the check in the amount of \$7,815.49 be drawn on the Borough of Ridgefield Suspense account and the check for \$11,000.00 be drawn on the Borough of Ridgefield Trust account and be made payable to Clemente Enterprises, LLC and be mailed to PO Box 14, Wyckoff, New Jersey 07035.

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:	Attest:	
		_
Anthony R. Suarez, Mayor	Linda M. Silvestri,	
	Borough Clerk	

Meeting August 17, 2015

Presented by Councilman Penabad

#### RESOLUTION NO. 204-2015

WHEREAS, the Tax Court of New Jersey has approved the settlement stipulation for an adjusted assessment on Block 3804 Lot 2, also known as 373 Morse Avenue for the years 2013, 2014 and 2015.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Domenico and Filomena Vaccaro be issued a refund in the amount of \$1,243.80 for the year 2013, \$1,259.40 for the year 2014 and \$1,300.20 for the year 2015.

BE IT FURTHER RESOLVED that the Chief Financial Officer be and he is hereby authorized to issue a check in the total amount of \$3,803.40 made payable to Marc D. Ramundo, Esq attorney for Vaccaro and be mailed to 416 East Central Boulevard, Palisades Park, New Jersey 07650.

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:	Attest:	
Anthony R. Suarez, Mayor	Linda M. Silvestri,	
	Borough Clerk	

Meeting August 17, 2015

Presented by Councilman Penabad

Borough Clerk

#### RESOLUTION NO. 205-2015

WHEREAS, the Borough of Ridgefield received numerous complaints in regard to the disrepair and/or abandonment of certain properties; and

WHEREAS, the aforestated facts were confirmed upon inspection by the Property Maintenance Department; and

WHEREAS, Property Maintenance notified the owners that the properties needed to be cleaned up and maintained and the owners did not respond; and

WHEREAS, in order to preserve the health, safety and welfare of the adjacent neighbors and all municipal residents the Borough of Ridgefield hired vendors for emergency cleanup of said properties; and

WHEREAS, the owners of these properties were given ample time to respond and pay the clean up fees and have not done so;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council directs Tax Collector Frank Berardo to place Municipal Charges upon the said property for the clean-up costs incurred by the Borough of Ridgefield according to the following schedule:

804 Ravenhill Place Block 207 Lot 26 \$605.00

Approved:		COUNCIL VOTE			
		YES	NO	ABSTAIN	ABSENT
	Castelli	X			
Anthony R. Suarez, Mayor	Acosta	X			
	Penabad	X			
Attact	Shim	X			
Attest:	Todd	X			
	Vincentz	X			
	Mayor Suarez				
Linda M. Silvestri,	,	•	•		

Meeting August 17, 2015

Presented by Councilman Penabad

Borough Clerk

#### RESOLUTION NO. 206-2015

WHEREAS, the project known as Hillside and Lloyd Street Roadway Improvements was awarded to 4 Cleanup, Inc., in the amended amount of \$151,100.10; and

WHEREAS, certain amendments to time and materials have resulted in field changes necessary for the efficient completion of this project in the increased amount of \$17,973.40; and

WHEREAS, said changes are prudent as it would be detrimental to the Borough of Ridgefield to halt and rebid the project, causing delays in its completion:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield in the County of Bergen and State of New Jersey that Change Order No. 1 in the amount of Seventeen Thousand, Nine Hundred Seventy Three Dollars and Forty Eight Cents (\$17,973.40) for 4 Cleanup, Inc., on the project known as Hillside and Lloyd Street Roadway Improvements is and hereby approved, amending the contract to \$169,073.50.

BE IT FURTHER RESOLVED, that the Chief Financial Officer certifies that funds required for the purpose of this Change Order come from Capital Ordinance number 2275.

BE IT FURTHER RESOLVED that the Borough Attorney is hereby authorized to amend the contract to reflect changes in the project.

Approved:	COUNCIL VOTE				
		YES	NO	ABSTAIN	ABSENT
	Castelli	X			
Anthony R. Suarez, Mayor	Acosta	X			
	Penabad	X			
Attest:	Shim	X			
	Todd	X			
	Vincentz	X			
	Mayor Suarez				
Linda M. Silvestri,		•			

Meeting August 17, 2015

Presented by Councilman Acosta

#### RESOLUTION NO. 207-2015

WHEREAS, there is a need for Civil Engineering Services for design and construction inspection of the project known as Emergency Generator Installation at DPW and Community Center and within the Borough of Ridgefield; and

WHEREAS, the Borough Engineer, Jenne Associates, LLC, has submitted a Task Order Proposal dated August 8, 2015 for Civil Engineering Services at a lump sum cost not to exceed \$11,500.00; and

WHEREAS, this proposal will allow the Borough to utilize a \$75,000.00 FY 2014 NJ Office of Emergency Management Hazard Mitigation Grant; and

WHEREAS, it is in the best interests of the Borough of Ridgefield to proceed with the aforementioned project:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that the Borough Engineer, Jenne Associates, LLC, is and hereby authorized to commence work on the proposal dated August 8, 2015 for Civil Engineering Services for design and construction inspection of the project known as Emergency Generator Installation at DPW and Community Center within the Borough of Ridgefield in the amount not to exceed \$11,500.

BE IT FURTHER RESOLVED, that the Chief Financial Officer certifies that funds are available for said proposal in 2015 Municipal Budget.

		COUNCIL VOTE			
Approved:		YES	NO	ABSTAIN	ABSENT
	Castelli	X			
	Acosta	X			
A d D C M	Penabad	X			
Anthony R. Suarez, Mayor	Shim	X			
A 44 = =4 :	Todd	X			
Attest:	Vincentz	X			
	Mayor Suarez				
Linda M. Silvestri,	-				
Borough Clerk					

Meeting August 17, 2015

Presented by Councilman Penabad

#### RESOLUTION NO. 208-2015

WHEREAS, the Borough of Ridgefield is involved in certain litigation entitled *In the Matter of the Application of the Borough of Ridgefield, A Municipal Corporation of the State of New Jersey*; and

WHEREAS, that litigation is in response to the Supreme Court's ruling in the case of *In* the Matter of the Adoption of NJAC 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 NJ1 (2015); and

WHEREAS, that litigation will require the Borough to demonstrate to the Court that it is fulfilling its constitutional obligation of providing reasonable opportunity for affordable housing by and within the Borough of Ridgefield; and

WHEREAS, various municipalities have entered into a Municipal Shared Services Defense Agreement to retain an expert, Dr. Robert Burchell, through Rutgers University; and

WHEREAS, the Mayor and Council of the Borough of Ridgefield agrees that the Municipal Shared Services Defense Agreement and the retention of Dr. Robert Burchell is in the best interests of the Borough of Ridgefield;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

- 1. The Mayor and the Borough Clerk be and hereby are authorized and directed to sign the attached Municipal Shared Services Defense Agreement.
- 2. The Borough Attorney is authorized and directed to forward the executed Agreement to lead counsel Jeffrey R. Surenian, Esq.
- 3. The Mayor and Council further authorizes the payment of \$2,000 to Jeffrey R. Surenian & Associates Attorney Trust Account.

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:	Attest:
Anthony R. Suarez, Mayor	Linda M. Silvestri,
	Borough Clerk

#### MUNICIPAL SHARED SERVICES DEFENSE AGREEMENT

This Agreement is made as of this \_\_\_ day of \_\_\_\_\_\_\_, 2015, between and among the Members (the "Members") of the Municipal Group (collectively, the "MG"), whose representatives have executed this Shared Services Defense Agreement ("Agreement"). A list of the Members is attached hereto as Appendix A. In consultation with their legal advisors, the Members of the MG are considering, have or will file a Declaratory Judgment Action in accordance with In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Decision") or may otherwise be engaged in litigation (hereinafter referred to as "Litigation") for a Judgment of Compliance and Repose and, among other forms of relief, a determination of the municipality's obligation to provide a realistic opportunity for its fair share of the region's affordable housing needs in accordance with the Mount Laurel Doctrine as set forth in the Decision and prior decisions of the Courts of New Jersey, and the Fair Housing Act, N.J.S.A. 52:27D-301 et. seq. (Collectively referred to as "Housing Obligations")

WHEREAS, the Members wish to cooperate collectively to obtain information regarding the development of Housing Obligations that may be used in planning and in the Litigation and to enter into an agreement with Rutgers, The State University of New Jersey for that purpose

NOW, THEREFORE, in consideration of the agreements and obligations listed below, the Members hereby agree as follows:

#### Purpose.

The purpose of this Agreement is to control the manner and the means by which the Members:

- (a) participate in this Agreement;
- (b) collectively retain Rutgers, the State University of New Jersey ("Rutgers"), which employs Dr. Robert Burchell and various other Rutgers experts with whom he will work (hereinafter collectively "Burchell");
- (c) collectively work with Burchell to conduct an analysis and report (hereinafter "Burchell Report") of the housing need for each region and the allocation of that need to the individual municipalities in the region;
- (d) may elect, at the exclusive expense of any Member or group of Members, to rely upon and present Burchell as a witness in the Litigation, including for any mediation, Alternative Dispute Resolution or other proceeding involving a determination of a Member's Affordable Housing Obligation;
- (e) raise funds to pay for activities authorized by the MG ("Shared Costs") as described herein at Section 5 hereof; and
- (f) engage in such other activities related to and in accordance with the purposes of this Agreement.

Nothing in this Agreement limits the right of any Member to take such action as deemed necessary to protect its own interests, or to present its own analysis of its Housing Obligation and rely upon credits, vacant land analysis adjustments, and such other factors and/or crediting mechanisms that may be necessary and appropriate to properly adjust its Housing Obligation.

#### 2. Meetings.

Upon remitting the initial \$2,000 payment set forth in paragraph 5 and execution of this Agreement, each member of the MG shall provide Surenian with the email address of counsel to whom all notices under this Agreement shall be provided if it has not done so heretofore (hereinafter "designated counsel"). In the event the municipality fails to supply the name of the designated counsel, the municipal attorney shall serve as the designated counsel unless the municipality informs Surenian at <a href="IRS@Surenian.com">IRS@Surenian.com</a> that it wishes another attorney to serve as designated counsel and Surenian confirms receipt of that request. Upon 5 calendar days notice by email to designated counsel, meetings of the MG shall be conducted with Counsel for Members to determine actions to be taken by and on behalf of the MG in furtherance of their common interests in the Litigation. All meetings shall be scheduled, to the extent reasonably possible at Rutgers University so that the greatest number of available counsel for Members may participate. In the event of such a meeting, each municipality shall have one vote and a majority of those present may take action on behalf of the MG

#### 3. Retention of Burchell.

a. The administrative retention of Burchell through a Research Agreement with Rutgers to conduct an analysis of Housing Obligations shall be made by Jeffrey R. Surenian and Associates, LLC ("Surenian") on behalf of the MG. Surenian shall monitor and track the progress of Dr. Burchell and shall confer with the MG as to the development of his analysis and report and other issues; provided, however, that nothing herein contained shall mean that Surenian is acting as legal counsel to the Members unless a Member has specifically authorized same by separate action

b. In the absence or unavailability of Surenian, Jonathan E. Drill, Esq. ("Drill") shall serve in this capacity and in such other of Surenian's capacities as provided by this Agreement; provided, however, that nothing herein contained shall mean that Drill is acting as legal counsel to the Members unless a Member has specifically authorized same by separate action.

c. To fulfill the responsibilities set forth in this paragraph, Surenian or Drill, as the case may be, except as is otherwise precluded under Paragraph 15 of this Agreement (i) shall pass on to Burchell any written communications forwarded to them by designated counsel as Burchell prepares his draft report (ii) shall furnish the MG a draft of the report prepared by Burchell for their input; (iii) shall furnish Burchell the comments on the draft report of the MG for his consideration; and (iv) shall furnish each Member the final Burchell Report. Members shall hold Surenian and Drill harmless for performing the tasks set forth in this agreement.

d. To facilitate the administration of this agreement, all materials shall be submitted to Surenian or Drill, as the case may be, electronically, and Surenian or Drill, as the case may be, shall be free to furnish all submissions referenced herein electronically.

#### Authorization to Sign.

Surenian for Jeffrey R. Surenian and Associates is hereby authorized and directed to sign the Research Agreement with Rutgers on behalf of the Members.

#### 5. Shared Costs.

a. All assessments for Shared Costs shall be solely to pay Rutgers for Burchell. Each Member shall be responsible for its per capita share and shall pay a \$2,000 no later than June 30, 2015.

- b. It is anticipated that said fee shall suffice (i) to pay \$70,000 to prepare the Burchell Report, (ii) to pay for Burchell to analyze challenges to his report and (iii) to pay for the preparation of a rebuttal report to said challenges.
- c. If the collection of this \$2,000 fee is insufficient to cover these costs, each Member shall pay an additional fee to cover said costs on a per capita basis.
- d. If the aggregate fees collected exceed the costs for the aforementioned activities, each member of the MG shall be entitled to a per capita rebate of the remaining monies.
- e. This \$2,000 fee is nonrefundable unless the sum of the \$2,000 fees collected exceed the cost of the tasks listed in this paragraph in which case each Member who contributed shall receive a per capita rebate.
- f. A prerequisite to becoming a member is (a) the execution of this agreement, and (b) the payment of this \$2,000 fee.

#### 6. Expenses Not Covered By This Agreement.

This Agreement is just for the cost to perform the services set forth in paragraph 5. Each member of the MG shall be responsible for any other expenses they may incur and the responsibility to pay those expenses shall not be the responsibility of the MG. Each Member shall be free to seek to retain Burchell individually to serve as an expert in its case and shall be responsible individually for the expenses associated with Burchell serving as the municipality's expert witness at a rate of \$231 per hour to be paid to Rutgers pursuant to a separately negotiated agreement with terms and conditions acceptable to Rutgers.

#### 7. Liaison Counsel or Committee.

The MG may select one or more counsel to coordinate with Surenian and Burchell to consult on the preparation and dissemination of the Burchell analysis and/or report, manage the collection and maintaining of funds, payment of invoices, and such other actions as may be necessary to effectuate the purposes of this agreement. The Members shall not be responsible for payment of the fees for Surenian or any counsel; each counsel will be paid by their respective client or clients.

#### 8. Holding of Funds.

The MG hereby authorizes Surenian to hold all Shared Cost monies collected in connection with this Agreement in escrow in the Attorney Trust Account of Jeffrey R. Surenian and Associates, LLC. Surenian is authorized to disburse such funds as they are received from the Members of the MG in accordance with the terms of this Agreement and the engagement contract between Surenian, on behalf of the MG, and Rutgers.

#### Confidentiality and Use of Information.

(a) From time to time, Members or their counsel, and/or Burchell and/or other consultants or experts, including those independently retained by any Member may elect to disclose or transmit to each other such information as the Members may deem appropriate for the purpose of developing any common issues, claims, defenses, legal positions or other matters relating to the Litigation and for coordinating such other activities as may be necessary to carry out the purposes of this Agreement ("Shared Information"). Shared Information may include documents and information that are protected by attorney-client privilege, attorney work product doctrine, or other privilege or protection (hereinafter "Protected Materials"). The Members agree that any

sharing of Protected Materials among the Members and their counsel pursuant to this Agreement is not intended to and shall not constitute a waiver of any privilege or protection that otherwise would apply to the Protected Materials.

- (b) Each Member agrees that all Shared Information, other than that described in Section (e) below, shall be held in strict confidence by the receiving Member, and by all persons to whom such confidential documents and information are revealed by the receiving Member, and that such documents and information shall be used by the receiving Member and any other receiving party only in connection with issues, claims, defenses, legal positions or other matters relating to the Litigation and for conducting such other activities as may be necessary to carry out the purposes of this Agreement. The Members intend by this Section to protect from disclosure all information and documents shared by any Members with each other and Burchell and other consultants or experts of individual members of the MG to the greatest extent permitted by law, regardless of whether the sharing occurred before execution of this Agreement and regardless of whether any writing or document is marked "Confidential."
- (c) Sharing of Protected Materials between a Member and its governing body, zoning and/or planning boards, housing agency or other municipal board, agency or entity charged with zoning, planning or housing, pursuant to attorney-client privileged communications, shall not constitute a violation of the terms of this Agreement and by the acceptance of such Protected Material those recipients shall be bound by the terms of this Paragraph 9 to the extent applicable. Nothing in this Agreement shall preclude any Member from providing Shared Information with any independent expert or consultant that it has retained, who shall be bound by these same confidentiality terms.

- (d) No Member shall provide any Shared Information, including but not limited to any communications with Burchell or any draft reports from Burchell with any counsel, planner, engineer or other professional consultant (collectively "Professional Consultants") to that Member if said Professional Consultant also represents any builder or developer who is currently engaged in exclusionary zoning litigation or is contemplating initiating exclusionary zoning litigation or the New Jersey Builder's Association or similar or related entities. To facilitate the implementation of this provision term, the expert or consultant with whom the designated attorney may consult shall be required to sign a statement or acknowledgment to that effect in the form attached hereto as Appendix B.
- (e) The confidentiality obligations of the Members shall continue in full force and effect without regard to whether: (i) this Agreement is terminated, or (ii) any action arising out of the MG is terminated by final judgment or settlement; provided however, that the provisions of this Section shall not apply to information that is now, or hereafter becomes, public knowledge without violation of this Agreement, or which is sought and obtained from a Member pursuant to applicable discovery procedures and not otherwise protected from disclosure.
- (f) The terms of this Section 9 shall survive the termination of this Agreement or the withdrawal of any Member.

#### 10. Communications.

All communications shall be through designated counsel and no member may contact Burchell directly, but must communicate through their designated counsel to Surenian or Drill as the case may be pursuant to paragraph 3. Any communication to Surenian or Drill from anyone other than designated counsel shall not be considered.

#### Common Interest.

As the Members have a common interest in the development of a uniform approach to certain aspects of the Litigation by engaging Burchell, each Member agrees that if any Member withdraws from MG and this Agreement, or elects not to rely upon any report or testimony of Burchell, that Member agrees that it shall raise no objection at trial or in any other proceeding to the continued presentation by any other Member of any report or testimony of Burchell, on the basis of the relationship that has been created between such Member and Burchell or under the terms of this Agreement. The terms of this Section shall survive the termination of this Agreement or the withdrawal of any Member.

#### 12. No Adoptive Admission:

No Member shall be bound by any findings or conclusions of any report by Burchell until such time as the Burchell or such other common expert's report has been approved by such Member and is formally adopted by the Member within the Litigation. The terms of this Section shall survive the termination of this Agreement or the withdrawal of any Member.

#### 13. New Members.

Any municipality that wishes to become a Member subsequent to the effective date of this Agreement may do so only by (a) signing this agreement, (b) paying the initial \$2,000 fee referenced in paragraph 2. a. and (c) paying *ab initio* any additional assessments which such Member would have been obligated to pay,.

#### Denial of Admissions .

This Agreement shall not constitute, nor be interpreted, construed or used as evidence of,

(a) any admission of responsibility, obligation, law or fact, or the failure of any Member to have

met its Housing Obligation (b) a waiver of any right, defense, theory or position, or (c) an

estoppel against any Member by Members as among themselves or by any other person not a

Member; provided, however, that this Agreement can be used to enforce its terms.

#### 15. Conflict of Interest.

If the firm of the attorney representing the municipality also represents (i) the New Jersey Builder's Association; (ii) a developer seeking a builder's remedy or is presently contemplating bringing a builder's remedy action, the municipality may become part of this consortium subject to the following limitations. Said attorney shall not (i) be made privy to any of the information presented to Dr. Burchell; (ii) have the right to make submissions to Dr. Burchell; and (iii) be entitled to attend any meetings with Dr. Burchell or the MG. Nothing in this paragraph is intended nor shall be interpreted to waive the Rules of Professional Conduct and/or the Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et seq.)

#### 16. Effective Date.

This Agreement shall not be effective for any individual Member until that municipality

(a) executes this agreement and furnishes the executed agreement to Surenian and (b) pays

Surenian of the \$2,000 payment referenced in paragraph 5 for deposit in the Attorney Trust

Account of Surenian so that the bills of Rutgers may be paid.

#### 17. Subsequent Agreement.

a. The Members may hereafter agree to engage in activities in addition to those set forth in Sections I(b) through I(f) hereof. Any such agreement, and any communications with respect thereto or in connection therewith, shall be protected under and pursuant to Section 9 hereof. Any such agreement shall be binding only upon the signatories thereto.

b. Since the Agreement between Rutgers and the MG has not yet been consummated, there is a possibility that changes to this agreement may be necessary. In such an event, Surenian shall notify designated counsel of how this agreement will change in which case, designated counsel will have ten business days to rescind membership of his or her client in which case the Member shall be entitled to a rebate.

#### 18. Termination.

This Agreement shall terminate upon the execution of a writing signed by all Members which have not withdrawn from, been removed from, or otherwise ceased to participate in this Agreement.

#### 19. Applicable Law.

This Agreement shall be interpreted under the laws of the State of New Jersey.

#### 20. Severability.

If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

#### 21. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but collectively shall constitute but one and the same document provided that each Member receives a copy of signature page(s) signed by all other Members. Signatures sent electronically shall be deemed to be originals.

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

### Signature Page to Municipal Shared Services Defense Agreement [MUNICIPALITY], \_\_\_\_\_ County, New Jersey

ATTEST:	[MUNICIPALITY]
, Township Clerk	Ву:
	Date:

#### Appendix A Signatory Parties

#### Appendix B

Agreement to Maintain Confidentiality: Attorney-Client/Attorney Work Product

The undersigned has been retained by [MUNICIPALITY] as a consultant and/or expert with
regard to litigation pending in the Superior Court of County,
entitled I acknowledge that certain information and
documentation will be provided to me by counsel for [MUNICIPALITY] which shall be subject
to the Attorney-Client privilege and/or the Attorney Work Product Doctrine, ("Protected
Materials") and such other available privileges. I understand and agree that such Protected
Materials shall be held in strict confidence by me and by all persons to who work with me in
developing my opinions, reports and providing testimony in this matter and shall not be
disclosed to any other person or party.
Signed
Date

Meeting August 17, 2015

Presented by Councilman Acosta

#### RESOLUTION NO. 209-2015

WHEREAS, there is a need for Civil Engineering Services for design and construction inspection of the project known as Abbott Avenue Roadway Improvements within the Borough of Ridgefield; and

WHEREAS, Special Projects Engineer, Carroll Engineering, has submitted a Task Order Proposal dated July 16, 2015 for Civil Engineering Services at a lump sum cost not to exceed \$16,250.00; and

WHEREAS, this proposal will allow the Borough to utilize a \$149,000.00 FY 2014 NJ Department of Transportation Local Aid Grant; and

WHEREAS, it is in the best interests of the Borough of Ridgefield to proceed with the aforementioned project:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that Special Projects Engineer, Carroll Engineering, is and hereby authorized to commence work on the proposal dated July 16, 2015 for Civil Engineering Services for design and construction inspection of the project known as Abbott Avenue Roadway Improvements within the Borough of Ridgefield in the amount not to exceed \$16,250.00.

BE IT FURTHER RESOLVED, that the Chief Financial Officer certifies that funds are available for said proposal in the Capital Fund.

Approved:		COUNCIL VOTE			
				ABSTAIN	ABSENT
	Castelli	X			
Anthony R. Suarez, Mayor  Attest:	Acosta	X			
	Penabad	X			
	Shim	X			
	Todd	X			
	Vincentz	X			
Linda M. Silvestri,	Mayor Suarez				
Borough Clerk					

Meeting August 17, 2015

Presented by Councilman Penabad

#### RESOLUTION NO. 210-2015

WHEREAS, Patricia Pfaff was a long time resident of the Borough, member of the Environmental Commission, Girl Scout leader and member of the PTA; and

WHEREAS, as a member of the Environmental Commission and Girl Scout leader, Patty developed an area of the Community Garden with the Girl Scouts as a butterfly patch known as Patty's Patch; and

WHEREAS, the Environmental Commission voted unanimously to recommend to the Mayor and Council that the Ridgefield Community Garden be dedicated in memory of Patty Pfaff;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Ridgefield Community Garden be dedicated in memory of Patty Pfaff and renamed the Patty Pfaff Ridgefield Community Garden at a dedication ceremony to take place at the Community Garden on Saturday, September 12, 2015 at 10:00 am.

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:	Attest:	
Anthony R. Suarez, Mayor	Linda M. Silvestri,	
	Borough Clerk	

Meeting August 17, 2015

Presented by Councilman Acosta

#### RESOLUTION NO. 211-2015

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the following be appointed as Special Police Officers effective September 8, 2015 pending successful completion of the Bergen County Police Academy:

BARBARA ALMEIDA
HAROLD AZURDIA
DANILO J. BARQUIN
HYACINTH BOUZALAKAS
CHRISTOPHER FREIAG
ALI HUDA
KEVIN KOEHLER
WILLIAM PYCH JR.
KYLE SKELLEY
JEFFERSON CHOI

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:	Attest:
Anthony R. Suarez, Mayor	Linda M. Silvestri, Borough Clerk

Meeting August 17, 2015

Presented by Councilman Acosta

#### RESOLUTION NO. 212-2015

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Mayor be and he is hereby authorized to sign the 2016 Municipal Alliance Grant Letter of Agreement with the County of Bergen.

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X			
Mayor Suarez				

Approved:	Attest:
Anthony R. Suarez, Mayor	Linda M. Silvestri, Borough Clerk

Meeting August 17, 2015

Presented by Councilman Castelli

#### RESOLUTION NO. 213-2015

WHEREAS, the Borough of Ridgefield previously advertised for bids for Community Center Truss Repairs; and

WHEREAS, sealed bids were received and opened on August 13, 2015; and

WHEREAS, Belfor USA Group, Inc, of 185 Oakland Ave., Birmingham, MI, was the apparent low bidder with a base bid of \$240,417, and a bid including Alternates A and B of \$255,617; and

WHEREAS, the Borough Engineer and the Borough Attorney have recommended awarding to Belfor as the apparent low bidder, and the Borough Engineer's recommendation to award the base bid and alternates A and B;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

- 1. The bid for Community Center Truss Repairs be and hereby is awarded to the low bidder Belfor USA Group, Inc, in the amount of \$255,617, inclusive of Alternates A and B.
- 2. The Mayor and Borough Clerk be and hereby are authorized and directed to execute on behalf of the Borough a contract consistent with this award and the bid specifications.
- 3. This award is subject to certification of the availability of funds.

Approved:		CO	DUNC	IL VOTE	
1.561.0.00		YES	NO	ABSTAIN	ABSENT
	Castelli	X			
Anthony R. Suarez, Mayor	Acosta	X			
, ,	Penabad	X			
Attest:	Shim	X			
	Todd	X			
	Vincentz	X			
Linda M. Silvestri,	Mayor Suarez				
Borough Clerk					

The undersigned, being the Chief Financial Offic Bergen, New Jersey, and the person charged with records of said Borough in accordance with N.J.S.A. Board of the State of New Jersey adopted thereunde funds available for the payment of the attached list and which said list indicates the specific line item charged.	h the responsibility of maintaining financial A. 40:4-57 and the rules of the Local Finance er, does hereby certify that there are adequate t of invoices, duly adopted by said Borough,
	Frank Berardo, Chief Financial Officer

Meeting August 17, 2015

Presented by Councilman Penabad

#### RESOLUTION NO. 214-2015

BE IT RESOLVED, that warrants totaling be drawn on the following accounts:	\$7,385,633.91
CURRENT	\$5,993,736.42
TRUST	\$63,301.81
CAPITAL	\$1,233,211.86
POOL	\$88,956.53
COAH	\$2,000.00
UNEMPLOYMENT FUND	\$4,427.29
TOTAL	\$7,385,633.91

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Acosta	X			
Penabad	X			
Shim	X			
Todd	X			
Vincentz	X		90304	
Mayor Suarez				

Approved:	Attest:	
Anthony R. Suarez, Mayor	Linda M. Silvestri,	
	Borough Clerk	

Bergen (

Meeting August 17, 2015

# CAPITAL BUDGET AMENDMENT

RESOLUTION NO. 215-2015

Presented by Councilman Penabad

WHEREAS, the local capital budget for the year 2015 was adopted on the 13th day of April, 2015; and,

WHEREAS, it is desired to amend said adopted capital budget section,

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Ridgefield, County of Bergen, that the following amendment(s) to the adopted capital budget section of the 2015 Budget be made:

( ABSTAIN (	
) NAYS (	centz FROM CAPITAL BUDGET (CURRENT YEAR ACTION) 2015
( Castelli ( Acosta AYES ( Penabad ( Shim Todd	Vincentz  CAPITAL BUDGET
RECORDED VOTE (Insert Last Names)	

				200		2		
2	6	Amounts	5a	Capital	5c	Grants in	Se Se	To Be
Project	Estimated	Reserved in	2015 Budget	Improvement	Capital	Aid and	Debt	Funded in
Number	Total Cost	Prior Years	Appropriation	Fund	Surplus	other funds	Authorized	Future Years

## 6 YEAR CAPITAL PROGRAM 2015-2020 Anticipated Project Schedule and Funding Requirement

Total All Projects

	†	4
P	Estimated	3 Estimated
uc.	_	_
		Total Cost Time

300,000
300,000
300,000
300,000
300,000
1,067,180
2,567,180
Total All Projects

# 6 YEAR CAPITAL PROGRAM 2015-2020 SUMMARY OF ANTICIPATED FUNDING SOURCES AND AMOUNTS

Capital 5 Grants in Aid BONDS AND NOTES Future Improvement Capital and Other Assessment Sc Years Fund Surplus Funds General Liquidating Assessment Sc	Capital 5 Grants in Aid BONDS AND NOTES Improvement Capital and Other Fund Surplus Funds General Liquidating Assessment	Capital 5 Grants in Aid BONDS AND NOTES Improvement Capital and Other Fund Surplus Funds General Liquidating Assessment	Capital 5 Grants in Aid  Funce Improvement Capital and Other  Years Fund Surplus Funds General
Improvement Capital and Other Fund Surplus Funds General Liquidating Assessment	Improvement Capital and Other Fund Surplus Funds General Liquidating Assessment	Future Improvement Capital and Other Years Fund Surplus Funds General Liquidating Assessment	Future Improvement Capital and Other Years Fund Surplus Funds General Liquidating Assessment

# CAPITAL BUDGET (CURRENT YEAR ACTION)

	,	c	4 Amount	2	Cenital	ý	Orante in	Şe	To Be
Project	Project Number	Estimated Total Cost	Reserved in Prior Years	2015 Budget Appropriation	Improvement	Capital	Aid and other funds	Debt Authorized	Funded in Future Years
Nature Center Fence Imp	2015-5	144,500			72,250		72,250		
Total All Projects		2,711,680			160,750		148,430	48,430 902,500	1,500,000

## 6 YEAR CAPITAL PROGRAM 2015-2020 Anticipated Project Schedule and Funding Requirement

	2	en	Estimated			Funding Amo			
l Project	Project	Estimated Total Cost	Completion Time	Budget Year 2015	Budget Year 2016	Budget Year 2017	Budget Year 2018	Budget Year 2019	Budget Year 2020
Nature Center Fence Imp	2015-15	144,500							
						200000000000000000000000000000000000000			
Total All Projects		2,711,680		1,211,680	300,000	300,000	300,000	300,000	300,000

# 6 YEAR CAPITAL PROGRAM 2015-2020 SUMMARY OF ANTICIPATED FUNDING SOURCES AND AMOUNTS

				4		9				
	2			Capital	S	Grants in Aid		BONDS AND NOTES	ID NOTES	
-	Estimated	Current	Future	Improvement	Capital	and Other				
Project	Total Cost	Year 2014	Years	Fund	Surplus	Funds	General	General Liquidating Assessment	Assessment	School
2015-5	144,500			72,250		72,250				
Total All Projects	2 711 680			235,750		148,430	2,327,500			

Be It Further Resolved that three certified copies of this resolution be filed forthwith in the Office of the Director of Local Government Services.

It is herby certified that this is a true copy of a resolution amending the capital budget section adopted by the governing body on the 17th day of August 2015.

Certified by me

MUNICIPAL CLERK			
August 17, 2015	TRENTON, NEW JERSEY	APPROVED, 2015	

DIRECTOR OF LOCAL GOVERNMENT SERVICES